

SKIDMORE

C O L L E G E

DECLARATION OF DOMESTIC PARTNERSHIP

I. DECLARATION

We, _____ and _____, each
(employee - print name) (domestic partner - print name)

certify and declare that we are domestic partners in accordance with the following criteria:

II. STATUS

1. We affirm that this domestic partnership began on or about ____/____/____ (must be at least 6 months prior to the date of this Declaration).
2. We are each other's sole domestic partner, and we intend to remain so indefinitely.
3. Neither of us is married to or legally separated from anyone else, nor have either of us had another domestic partner within the prior 6 months.
4. We are both at least 18 years of age and mentally competent to consent to contract.
5. We are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which we legally reside.
6. We cohabit and reside together in the same residence and intend to do so indefinitely. We have resided in the same household for at least 6 months.
7. We are engaged in a committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses.¹ Our interdependence is demonstrated by a registration of domestic partnership **or** by at least 3 of the following, at least 1 of which must be 6 months old (please check and submit appropriate items):

- _____ Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property
- _____ Common ownership of a motor vehicle

¹ Jointly responsible for each other's common welfare and financial obligations means the cost of basic food, shelter, maintenance of a home and family, and any other expenses of a domestic partner which are paid at least in part by a program or benefit for which the partner qualified because of the domestic partnership. The individuals need not contribute equally or jointly to the costs of these expenses as long as they agree that both are responsible for such costs.

- _____ Driver's license listing a common address
- _____ Proof of joint bank accounts or credit accounts
- _____ Proof of designation as the primary beneficiary for life insurance or retirement benefits, or primary beneficiary designation under a partner's will²
- _____ Assignment of a durable property power of attorney or health care power of attorney

8. We are not in this relationship solely for the purpose of obtaining domestic partner benefits coverage from Skidmore College.

IV. CHANGE IN DOMESTIC PARTNERSHIP

We have an obligation to notify Skidmore College by filing a Declaration of Termination of Domestic Partnership (Attachment A) or "Change of Eligibility for Dependent Child" with the Human Resources Department if there is any change in our domestic partnership status as attested to in this Declaration that would terminate this Declaration (e.g., due to death of a partner, a change in residence of one partner, termination of the relationship, etc.) or any change in eligibility for any dependents who are children of an employee's domestic partner. We will notify Skidmore College within thirty (30) days of such change.

We understand that termination of any benefits (obtained as a result of completion of this Declaration) will be effective on the date the relationship ends as indicated on the Declaration of Termination of Domestic Partnership or Change of Eligibility for Dependent Child, providing coverage has not otherwise terminated due to standard policy provisions.

V. ACKNOWLEDGMENTS

We understand that a civil action may be brought against one or both of us for any losses (as well as attorneys' fees and costs) due to any false statement contained in this Declaration or for failure to notify Skidmore College of changed circumstances as required in Section IV above. I, the undersigned employee, further understand that falsification of information in this Declaration, or failure to notify Skidmore College, of changed circumstances pursuant to Section IV above, may lead to disciplinary action against me, including discharge from employment.

We have provided the information in this Declaration for use by Skidmore College for the sole purpose of determining our eligibility for certain domestic partner benefits. We understand and agree that Skidmore College is not legally required to extend any such benefits. We understand that this information provided in this Declaration will be treated as confidential by Skidmore College, but will be subject to disclosure (a) upon the express written authorization of the undersigned employee, (b) upon request of the insurer or plan administrator, or (c) if otherwise required by law.

² Please note if you choose to submit proof of a beneficiary designation on the others' life insurance, retirement benefits, or wills, both the employee AND the domestic partner must show these documents that support the designation of each other in order to have this item count as documentation for proof of interdependence.

We understand that this Declaration may have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Declaration we should seek competent legal advice concerning such matters.

We affirm, under penalty of perjury, that the statements in this Declaration are true and correct.

_____/_____/_____
Employee Signature DOB Date

_____/_____/_____
Domestic Partner Signature DOB Date

Employee & Domestic
Partner Address